trust under such a trust he is thereby to be considered too untrustworthy to act as trustee, nor has such a view been taken. *Cf. Nichols* v. *Eaton*, 91 U. S. 716.

TRUSTS — CREATION AND VALIDITY — MERITORIOUS CONSIDERATION FOR EXECUTORY PROMISE. — The testator executed an instrument, referred to by the court as a deed of trust, wherein he promised, for himself and his executors, to pay to the plaintiff, his wife, from whom he was living apart, a fixed annuity during her lifetime. As security for the performance of his promise he conveyed certain property in trust for her. This property proved insufficient for the maintenance of the annuity, but the testator supplied the deficit while he lived. The plaintiff sought to have the trust fund increased from the estate to an amount large enough to support the annuity. *Held*, that the estate is liable. *In re Hoffman's Estate*, 177 N. Y. Supp. 905 (Surr. Ct.).

The weight of American authority is that meritorious consideration is enough to turn an imperfect gift into a valid declaration of trust. See SCOTT, CASES ON TRUSTS, 151. But the law is fairly well settled that such consideration is not sufficient to support an executory promise. *Matter of James*, 146 N. Y. 78, 40 N. E. 876; *Landon* v. *Hutton*, 50 N. J. Eq. 500, 25 Atl. 953. *Contra*, *Crawford's Appeal*, 61 Pa. St. 52. Nor does the creation of a trust for the security of the promise seem to afford any reason for changing the rule when the security proves insufficient. Equity has gone far in turning an imperfect gift into a contract when substantial consideration has been given in form only. *Ferry* v. *Stephens*, 66 N. Y. 321. See Roscoe Pound, "Consideration in Equity," 13 ILL. L. REV. 667, 671. But here no consideration is mentioned. It would seem that the case could not be supported except on the theory that the testator declared a trust of all his property to pay the annuity. Such a trust, while possible, could be established only by strong evidence of intent. *Hickok* v. *Bunting*, 67 App. Div. 560, 73 N. Y. Supp. 967. It might be urged that the payment of the deficit by the testator during his life was such evidence; but this was nothing more than the performance of his promise. The creation of the trust fund is inconsistent with an intent to hold the rest of the property in trust. And the fact that the testator made no attempt to treat the remaining property as a trust *res* would seem to be conclusive. *Ambrosius* v. *Ambrosius*, 239 Fed. 473.

TRUSTS — INFANT TRUSTEE — COMPELLING EXECUTION OF TRUST. — A named her minor son, B, as beneficiary of her life insurance policy, upon trust, however, to pay her funeral expenses and to keep the excess. A died while B was still an infant and B made arrangements with an undertaker to conduct the funeral. B now seeks to avoid the payment of the undertaker's bill. *Held*, that the bill must be paid. *Amodei's Estate*, 76 Leg. Int. 733.

An infant may be a trustee. *Jevon* v. *Bush*, 1 Vern. 342. See 1 PERRY, TRUSTS, § 54. But because of his common-law disabilities, an infant is not liable *ex contractu*. See POLLOCK, CONTRACTS, Williston's ed., 59. The principal case must therefore go on some other ground than that the claimant is a creditor. It would not be doing violence to the intention of the settlor to say that the trust was for the benefit of any undertaker chosen by the trustee and that when chosen he would be the *cestui que trust*. See 18 HARV. L. REV. 529. Or it could be said that the personal representative of the settlor was the *cestui*, since, were it not for the trust, he would be liable for the reasonable funeral expenses of the deceased. *Patterson* v. *Patterson*, 59 N. Y. 574. In either case there would be the difficulty of compelling the infant to carry out the trust. It has been held that if an infant trustee makes a conveyance which he would have been bound to make upon coming of age, he cannot later disaffirm it. *Anon.* v. *Handcock*, 17 Ves. 383; *Elliott* v. *Horn*, 10 Ala. 348; *Starr* v. *Wright*,